



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 004
RFP NO.: B3Z05139
TITLE: Faith Based Transitional Release Program
ISSUE DATE: 10/12/05

REQ NO.: NR 931 YYY47080019
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 10/26/05 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: DPMM or DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Various Addresses

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/his proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
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CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
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VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

Faith Based Transitional Release Program
Department of Corrections

Contract Period: Date of Award through One Year

Offerors are hereby advised that paragraph 2.8.6 has been deleted, paragraph 2.12.8 a. has been revised and paragraph 2.12.14 is hereby inserted.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 003
RFP NO.: B3Z05139
TITLE: Faith Based Transitional Release Program
ISSUE DATE: September 13, 2005

REQ NO.: NR 931 YYY47080019
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN September 20, 2005 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: DPMM or DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Various Addresses

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Faith Based Transitional Release Program
Department of Corrections

Contract Period: Date of Award through One Year

Offerors are hereby advised that paragraph 2.2.2 j. has been revised.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002
RFP NO.: B3Z05139
TITLE: Faith Based Transitional Release Program
ISSUE DATE: 07/08/05

REQ NO.: NR 931 YYY47080019
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 07/18/05 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: DPMM or DPMM
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JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Various Addresses

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Faith Based Transitional Release Program
Department of Corrections

Contract Period: Date of Award through One Year

Offerors are hereby advised that the following have been revised:

Paragraph 2.1.4
Paragraph 2.4 and its subparagraphs
Paragraph 2.5 and its subparagraphs
Paragraph 2.7.2
Paragraph 2.8.7 d.
Paragraph 2.11.4 a. and b.
Paragraph 4.1
Exhibit F items 6 and 7



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001
RFP NO.: B3Z05139
TITLE: Faith Based Transitional Release Program
ISSUE DATE: 05/23/05

REQ NO.: NR 931 YYY47080019
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 05/31/05 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

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CONTRACT PERIOD: Date of Award through One Year

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Missouri Department of Corrections
Various Addresses

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Faith Based Transitional Release Program
Department of Corrections

Contract Period: Date of Award through One Year

Offerors are hereby advised that the following paragraph have either been revised or inserted:

2.2.2 *e.*
2.2.2 *j.*
2.3.2 *a.*
2.9.3
2.9.4
2.12.13 *c.*



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 002
RFP NO.: B3Z05139
TITLE: Faith Based Transitional Release Program
ISSUE DATE: 03/29/05

REQ NO.: NR 931 YYY47080019
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: April 5, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Various Addresses

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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Faith Based Transitional Release Program
Department of Corrections

Contract Period: Date of Award through One Year

Prospective offerors are hereby advised of the following:

1. The date for receipt of proposals in response to RFP B3Z05139 is hereby extended to April 5, 2005 at 2:00 p.m. in lieu of April 1, 2005 at 2:00 p.m..
2. The following paragraphs have been revised or deleted:
 - 2.1.2 a.
 - 2.9.3
 - 2.10.2
 - 2.12.12
 - 2.12.12 c.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001

RFP NO.: B3Z05139

TITLE: Faith Based Transitional Release Program

ISSUE DATE: 03/21/05

REQ NO.: NR 931 YYY47080019

BUYER: Julie Kleffner

PHONE NO.: (573) 751-7656

E-MAIL: Julie.Kleffner@oa.mo.gov

THE DATE FOR RETURN OF PROPOSALS WAS CHANGED BY AMENDMENT #002 TO APRIL 5, 2005 IN LIEU OF 4/1/05

RETURN PROPOSAL NO LATER THAN: April 5, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

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Faith Based Transitional Release Program
Department of Corrections

Contract Period: Date of Award through One Year

Prospective offerors are hereby advised of the following:

1. The following paragraphs have been revised or inserted:

1.1.2 7)

1.3.7

1.3.9

2.1.3

2.3.3

2.4.1 a.

2.4.6

2.8.6

2.8.7 d.

2.8.11

2.8.13

2.12.13

3.1.4 a.

Attachment 4



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z05139

TITLE: Faith Based Transitional Release Program

ISSUE DATE: 02/22/05

REQ NO.: NR 931 YYY47080019

BUYER: Julie Kleffner

PHONE NO.: (573) 751-7656

E-MAIL: Julie.Kleffner@oa.mo.gov

THE DATE FOR RETURN OF PROPOSALS WAS CHANGED BY AMENDMENT #002 TO APRIL 5, 2005 IN LIEU OF 4/1/05

RETURN PROPOSAL NO LATER THAN: 04/05/05 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

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CONTRACT PERIOD: Date of Award through One Year

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Missouri Department of Corrections
Various Addresses

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/21/05). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of a faith based transitional release program as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – H
- 6) Terms and Conditions

Paragraph 1.1.2 7) revised by Amendment #001

- 7) Attachments 1 - 4 - An attachment exists to this document that is a separate link that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments

1.2 Pre-Proposal Conference and Tour:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on March 15, 2005, at 9:00 a.m., in Room 400 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

- a. Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the State of Missouri to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any.

1.2.2 Tours of the following facilities have been scheduled on the days and times specified below. A maximum of three (3) hours is allotted per tour.

- a. Algoa Correctional Center, Jefferson City Missouri, is scheduled for March 15, 2005 at 1:00 p.m.
- b. Women's Eastern Reception, Diagnostic, and Correctional Center, Vandalia, Missouri is scheduled for March 16, 2005 at 9:00 a.m.
- c. At least ten calendar days prior to the scheduled tours, any potential offeror interested in attending the tour(s) must provide the full name, date of birth, and social security number of each individual planning to attend the tour to Julie Kleffner at the Division of Purchasing and Materials Management. Only those identified individuals will be able to enter the facility. The potential offeror must submit the required information to Julie Kleffner at the address listed on page one of this RFP, or by faxing the information to 573/526-9817, or e-mailing the information to Julie.Kleffner@oa.mo.gov. Each potential offeror is limited to three individuals per tour. Those individuals attending the tour must bring a photo identification, preferably a drivers license, to the facility. No medications, gum, tobacco products, purses, cell phones, or items that could be used as a weapon will be permitted into the facilities.
- d. The purpose of the tour is to allow potential offerors an opportunity to inspect the facilities prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential offerors attending the tour will be maintained for verification purposes.

- e. Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facility and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.

1.2.3 All potential offerors are encouraged to attend the conference and tour in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP to the pre-proposal conference and tour since it will be used as the agenda. Copies of the RFP will not be available at the conference or tour.

1.2.4 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference or tour of any special accommodations needed for disabled personnel who will be attending the conference/tour so that these accommodations can be made.

1.3 Background Information:

1.3.1 The Department of Corrections is responsible for the care, custody and supervision of approximately 90,000 adult offenders. There are more than 30,000 adult felons confined in Missouri's 21 correctional facilities and 2 community release centers. The Department of Corrections also supervises 11,500 parolees and 48,000 probationers. Additional information about the Department of Corrections is available on the website <http://www.doc.mo.gov/>.

1.3.2 The Department of Corrections supports the establishment of programs designed to rehabilitate offenders for the purpose of reducing recidivism. To this end, the Department of Corrections desires to establish a program that focuses on enhancing and developing offenders' values as they relate to decision-making, personal development, pro-social behavior and re-integration into the community and family.

1.3.3 The Department of Corrections anticipates that a Faith Based Transitional Release Program will initially be established in one or two pilot sites with possible expansion to other correctional facilities.

1.3.4 The anticipated pilot program sites are Algoa Correctional Center and Women's Eastern Reception, Diagnostic, and Correctional Center.

1.3.5 The Algoa Correctional Center (ACC) near Jefferson City, Missouri, is a Minimum Security (custody level C-2) facility with a capacity of 1,565 offenders. Special programs currently operating at ACC include:

- a. Academic education
- b. Vocational training
- c. Substance abuse counseling
- d. Pre-release (Missouri Re-Entry Process)

1.3.6 The Women's Eastern Reception, Diagnostic, and Correctional Center (WERDCC) near Vandalia, Missouri, is a Multi-Custody/Reception & Diagnostic (custody levels C-1 to C-5) facility with a capacity of 1,776 offenders. Special programs currently operating at WERDCC include:

- a. Academic education
- b. Vocational training
- c. Work release
- d. Sex offender treatment
- e. Substance abuse counseling
- f. Psychological counseling
- g. Cognitive skills training
- h. Violence prevention

- i. Pre-release (Missouri Re-Entry Process)
- j. Prison industry clothing factory
- k. Private family visitation
- l. Transitional self-help

Paragraph 1.3.7 revised by Amendment #001

- 1.3.7 Both WERDCC and ACC have and shall maintain a chaplain who facilitates religious and spiritual programming for offenders from a variety of religions that include but are not limited to: Christianity, Islam, Catholicism, Judaism, Buddhism, Native Americans, Wiccans, and Sabbath Keepers.
- 1.3.8 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

Paragraph 1.3.9 inserted by Amendment #001

- 1.3.9 The Missouri Department of Corrections, Career and Technical Education, Work Based, School Based and Apprenticeship Programs Fact Sheet is included as Attachment 4.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide and administer services in accordance with the provisions and requirements stated herein for a Faith Based Transitional Release Program (hereinafter referred to as “program”) for the Department of Corrections (hereinafter referred to as the state agency) to prepare voluntary offender participants (hereinafter referred to as “participants”) for release into the community.
- 2.1.2 The contractor shall provide and administer services at Algoa Correctional Center (ACC) and Women’s Eastern Reception, Diagnostic, and Correctional Center, (WERDCC), to the sole satisfaction of the state agency. The state agency shall be the final judge of the quality of the contractor’s performance pursuant to the contract.

Paragraph 2.1.2 a. revised by Amendment #002

- a. If requested by the state agency, the contractor should provide the services required herein for any additional, expanded, consolidated, relocated, regionalized, or separated facilities, including but not necessarily limited to current or planned correctional facilities.
- b. In the event that an addition, expansion, consolidation, relocation, regionalization, or separation of correctional facilities would require the contractor and the state agency to provide services at one or more additional correctional facilities or locations, the contractor shall cooperate with the state agency in adding, redirecting (reallocating), realigning, and/or relocating contractor staff, materials, and services necessary to meet the needs of the offender population. The state agency shall not assume any financial obligations of the contractor associated with such change, nor shall the state agency be responsible for expenses or loss of salary that may be incurred by the contractor’s staff, associates, or subcontractors.
- c. In the event of additional, expanded, consolidated, relocated, regionalized, or separated correctional facilities, a contract amendment shall be processed by the Division of Purchasing and Materials Management, and the firm, fixed prices stated on the Pricing Page shall remain the same.

Paragraph 2.1.3 inserted by Amendment #001

- 2.1.3 The state agency estimates, but in no way guarantees that services may be required for approximately 76 participants in the ACC and approximately 80 participants in the WERDCC on an annual basis. However, the state agency does not guarantee a minimum or maximum amount of services. The number of participants depends on the need, funding, and available space.

Paragraph 2.1.4 revised by BAFO #002

- 2.1.4 The contractor’s program shall prepare participants for release into the community through a mix of faith based rehabilitation, training, education, and mentoring included in the (1) a Pre-Release Institutional Phase and (2) a Post-Release Community Phase.
- 2.1.5 The contractor must obtain partial funding through the utilization of other funding sources, in-kind contributions, volunteers, etc., which shall be as stipulated in the contractor’s awarded proposal.
- 2.1.6 Because the contractor was familiar with the facilities and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.

2.2 Implementation Period Requirements:

- 2.2.1 The contractor must begin providing all services no later than the actual program implementation date that shall be determined from the number of calendar days stated in the contractor’s awarded proposal.
- a. In the event that the contractor is unable to begin providing the services by the stated implementation date, the contractor must submit a request to the state agency for an extension of time a minimum of thirty (30) calendar days prior to the stated implementation date. The approval or rejection of the

extension request shall be the sole discretion of the state agency. The decision of the state agency shall be final and without recourse.

2.2.2 Program Development - In cooperation with designated state agency staff, the contractor shall develop a plan for integration of the contractor's program into the correctional facility's operation and schedule. In addition, the plan must be consistent with the Missouri Re-Entry Process (MRP). The contractor must submit the plan to the state agency by no later than thirty (30) calendar days following effective date of the contract and must obtain the state agency's approval of the plan prior to program implementation. In accordance with the plan, the contractor shall:

- a. Establish a program that is consistent with the objectives of the Missouri Re-Entry Process (MRP) as identified on the internet at www.doc.mo.gov [Quick Link: Missouri's Re-Entry Process (MRP)];
- b. Establish a program that allows for incorporation of the participant's Transitional Accountability Plan (TAP) as identified in Attachment 1 hereto;
- c. Establish a program that does not conflict with the participant's required participation in other state agency programs;
- d. Establish a program that uses a model and curricula that reflects a culturally competent approach and can be adapted to a range of cultural and ethnic groups;

Paragraph 2.2.2 e. revised by BAFO #001

- e. Develop and implement processes and criteria for consideration, selection, and discharge of program applicants;
- f. Develop and maintain a standardized operating procedure governing the disciplinary process that must be linked to program goals and outcomes, consistent with the state agency's policy and procedure;
- g. Invite designated state agency staff to all management meetings related to the scope of services;
- h. Understand and agree that the state agency retains the right to discharge any participant it deems necessary in order to maintain program integrity, and a safe and secure correctional environment;
- i. Understand and agree that program participants shall be allowed to meet with religious volunteers, participate in rituals, and perform other expressions of their personal faith consistent with current and future religious accommodations per Missouri Department of Corrections policy and procedures; and

Paragraph 2.2.2 j. revised by BAFO #001 and BAFO #003

- j. Understand and agree that all services shall be performed to the sole satisfaction of the state agency as the final judge of the quality of the contractor's performance under the contract, and that any dispute arising from conflicts with Department of Correction's policy and program practices shall be resolved by the Department of Corrections designated Division of Adult Institutions Zone Director.

2.2.3 In collaboration with the state agency, the contractor shall develop and continually update, as needed, a written policy and procedure manual for the faith based transitional release program. The policies and procedures shall be consistent with the state agency's policies and procedures and the provisions and requirements stated herein. The contractor shall submit the policies and procedures, and any updates, to the state agency for approval prior to distribution and implementation.

- a. The contractor's policies and procedures must include a goal and plan to meet the objective of a diversified staff.

2.2.4 Training - The contractor shall ensure that any of the contractor's employees who shall be assigned to interact with a participant attends the state agency's training/orientation as required elsewhere herein during the implementation period prior to providing services and otherwise interacting with a participant.

2.2.5 After state agency approval of the faith based transitional release program, after approval of the policy and procedures manual and after required contractor personnel have attended the required training, the contractor shall begin receiving participants and providing and administering services.

2.3 Specific Program Requirements:

2.3.1 The contractor's program shall provide support for individual accountability and pro-social behavior which includes motivational incentives (e.g., individual and group counseling, self study assignments, privilege system and sanctions) to improve participant accountability as evidenced by correctional facility work habits, participant behavior, participant community service, positive interaction with staff, offenders, and family.

2.3.2 The contractor shall provide all instructional, informational, and consumable materials required for the program.

Paragraph 2.3.2 a. revised by BAFO #001

- a. At least fourteen (14) days prior to the use of any written communications and materials proposed for use by the contractor to communicate with participants, the contractor must submit a copy of all such written communications and materials to the state agency so that the state agency may review the materials for errors, inappropriate material, or other adherence to the state agency objectives. The state agency will advise the contractor of any problems with the materials. All materials must be approved by the state agency prior to utilization..
- b. The contractor shall obtain copyright and other permissions necessary for public use of protected materials. Proof of copyright and other permissions must be presented to the state agency if so requested. The contractor shall indemnify the state agency and the State of Missouri for legal causes of action related to inappropriate use or fraudulently obtained permission of use of any and all materials.
- c. The contractor shall not use the name, logo, or other identifying marks of the State of Missouri or the state agency on any materials produced or issued, without the prior written approval of the state agency.
- d. The contractor shall provide program information materials for distribution to offenders that includes, but is not necessarily limited to, the following:
 - 1) Detailed information about the program;
 - 2) An explanation that the program is completely voluntary; and
 - 3) Selection criteria that must be met for acceptance into the program.
- e. The contractor shall provide a "Request for Assignment to the Faith-Based Transitional Release Program" form that will be utilized by offenders to request admission into the program.
- f. The contractor shall provide a "Program Commitment Agreement" that will be utilized by participants when assigned to the program to confirm their commitment to adhere to the program requirements.

Paragraph 2.3.3 revised by Amendment #001

2.3.3 At least quarterly, the contractor shall provide presentations to the general offender population at ACC and WERDCC. The contractor may provide presentations at other correctional facilities upon the mutual agreement of the contractor and the state agency.

- 2.3.4 The contractor shall meet with offenders that request assignment to the program in order to explain program expectations in detail.
- 2.3.5 The contractor shall provide services to participants that have special needs. These persons shall include, but are not limited to, offenders with substance abuse and mental health disorders, offenders with lower cognitive functioning, offenders with physical disabilities, offenders with learning disabilities or deficits.
- a. The contractor shall modify program services as needed to appropriately and adequately address participant needs.
 - b. Contractor staff shall develop on-going consultative communication with staff providing mental health, medical, educational, substance abuse, and vocational services regardless of provider status as a contractor or state agency employee.
 - c. The contractor shall provide interpretive services needed by participants who have a hearing impairment or who do not speak/understand English. The contractor shall coordinate all need for interpretive services with the state agency and must receive approval of each interpreter the contractor plans to utilize, prior to the interpreter providing the services.
- 2.3.6 The contractor shall establish procedures to be utilized to evaluate, monitor, and assess the performance and outcomes of the program.

Paragraph 2.4 and its subparagraphs revised by BAFO #002

2.4 Specific Requirements for Pre-Release Institutional Phase:

- 2.4.1 The contractor shall provide the Pre-Release Institutional Phase service at the correctional facility as specified herein to those offenders who meet the eligibility criteria and request voluntary assignment to the program.

Paragraph 2.4.1 a. inserted by Amendment #001

- a. Program participants in the Pre-Release Institutional Phase should be an offender that is within twelve (12) to eighteen (18) months of their release date. Offenders with more time will be reviewed on a case-by-case basis by the state agency.
- 2.4.2 Immediately upon admission into the program, the contractor shall assist the participant in the development of a statement of needs, goals, and program expectations.
- 2.4.3 During the Pre-Release Institutional Phase, the contractor shall provide activities that address the participant's current values and attempts to alter them, as necessary, to result in the adoption of pro-social values with resulting behavior change. These activities may include, but are not necessarily limited, to the following:
- a. Work
 - b. Individual and group counseling
 - c. Peer support
 - d. Interaction with sponsor/mentor
 - e. Restorative Justice
 - f. Structured group programs
 - g. Family support programs
- 2.4.4 During the Pre-Release Institutional Phase, the program shall provide structured group programming that may include, but is not necessarily limited to, the following topics:
- a. Conflict resolution skills building
 - b. Victim awareness and empathy education
 - c. Personal responsibility for actions
 - d. Values clarification

- e. Personal accountability
- f. Self discipline
- g. Life skills
- h. Physical and emotional health and wellness
- i. Parenting education and support services
- j. Self esteem/self worth
- k. Delayed gratification
- l. Decision making
- m. Relationship building

2.4.5 The contractor shall work with participants' families and community/external religious leaders to enhance their ability to provide a support system for the participant.

Paragraph 2.4.6 revised by Amendment #001

2.4.6 The contractor shall utilize an open-entry, open-exit schedule for program enrollments and completions. For purposes of this document, open-entry, open-exit shall be deemed to mean a flexible program without a fixed schedule.

2.4.7 The program shall allow for participant participation in other mandated rehabilitation programs, education programming, and work assignments to the same extent as other general population offenders.

2.4.8 Preceding release to the community, the contractor shall coordinate and integrate re-entry efforts with the TAP case management team.

2.4.9 Preceding release to the community, the contractor shall identify the participant's community sponsor/mentor. The sponsor/mentor shall be a member of the TAP case management team.

2.4.10 The contractor shall provide a continually updated resource/mentor list to the state agency.

Paragraph 2.5 and its subparagraphs revised by BAFO #002

2.5 Specific Requirements For Post-Release Community Phase :

2.5.1 Post-Release Community Phase shall be an extension of the Pre-Release Institutional Phase for those participants who have completed the Pre-Release Institutional Phase and have been released into the community.

2.5.2 The contractor shall provide continuing support to the participant during the Post-Release Community Phase. This support shall continue for no less than six (6) months.

2.5.3 Post-Release Community Phase support shall be consistent with needs identified in the TAP, which may include but not necessarily be limited to the following:

- a. Faith-based counseling
- b. Social service referrals
- c. Assistance with community re-integration
- d. Job placement
- e. Housing
- f. Mentoring
- g. Transportation
- h. Self-Help Resources
- i. Financial Assistance
- j. Job Training and Placement

2.5.4 The contractor shall provide a sponsor/mentor to assist the participant during Post-Release Community Phase.

- 2.5.5 During the Post-Release Community Phase, the contractor shall coordinate with the participant's Probation and Parole officer and the TAP case management team.

2.6 Documentation:

- 2.6.1 The contractor shall maintain records for each program participant that contains the following documentation:
- a. Demographic and identifying information;
 - b. Request for Assignment to Faith-Based Program form;
 - c. Program Commitment Agreement form;
 - d. Requests, receipt, or release of information signed by participant;
 - e. Evidence of the participant's orientation to program services and rules, confidentiality statement, and participant's rights to grievance procedures;
 - f. Statement of needs, goals, and program expectations developed by the participant under the guidance of the contractor;
 - g. Progress log for each participant;
 - h. Transitional Accountability Plan;
 - i. Family, social, vocational, educational, legal, and recreational/leisure status and functioning; and
 - j. Personal and social resources and strengths and challenges, including the availability and use of family, social, peer, and other support systems.
- 2.6.2 The contractor shall maintain a progress log that shall include, but not be limited to, the following information:
- a. Description of service provided;
 - b. Date, beginning and ending times for the service rendered;
 - c. Legible name and title of staff rendering services;
 - d. Relationship of services to specific goals, objectives, and interventions; and
 - e. Description of participant's response to services provided and a brief summary of important information shared by the participant during the session.
- 2.6.3 The contractor shall maintain all documentation on site at the correctional facility. All documentation shall be available for the state agency review upon request. In the event of contract expiration, cancellation, or termination, all documentation shall be turned over to the state agency.
- 2.7 Reporting Requirements**
- 2.7.1 The contractor shall participate and cooperate to their fullest in any research project or outcome study initiated by or required by the state agency.

- 2.7.2 During the Pre-Release Institutional Phase, the contractor shall submit monthly activity reports to the Supervisor of Religious/Spiritual Services and to the Institutional Superintendent in a format specified by the state agency. During the Post-Release Community Phase, the contractor shall submit monthly activity reports to the Supervisor of Religious/Spiritual Services and to the Department of Corrections, Probation and Parole, District Administrator in a format specified by the state agency.

2.8 Contractor and Personnel Requirements

- 2.8.1 All contractor and subcontractor staff must submit to and pass a background investigation conducted by the state agency or its designee in order to be eligible to provide services in any facility. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- 2.8.2 Neither the contractor, the contractor's designee, nor any staff of the contractor providing services pursuant to the contract or assigned to the contract, shall be or have been within the past two years under the supervision of any federal, state, county, and/or city correctional agency.
- 2.8.3 The contractor shall provide all program personnel, including but not necessarily limited to clerical, instructional, counseling, and administrative personnel.
- a. The contractor shall provide an on-site Program Director to be responsible for organizing and delivering program services in cooperation with the Institutional Superintendent or designee, and the Supervisor of Religious/Spiritual Services. The Program Director position shall be full time. The Institutional Superintendent/designee, Supervisor of Religious/Spiritual Services, and Program Director shall meet on a regular basis to discuss pertinent program/state agency issues.
 - b. The contractor shall establish a goal for the employment of a diversified staff, which reflects the ethnicity, and cultural diversity of the general offender population.
- 2.8.4 The contractor shall provide the state agency with current vita information and evidence of licensure and/or certification of any member of the contractor's staff assigned to provide program services.
- 2.8.5 The contractor shall comply with applicable state licensure/certification regulations and requirements regarding performance of services pursuant to all applicable Revised Missouri Statutes that address the provisions of professional services in the State of Missouri. Any and all licensure held by the contractor's personnel must be current.
- a. The contractor shall be responsible for the "licensing/certification supervision" of members of the contractor's staff who, because of a professional standard or statutory regulation, require the supervision by a Missouri Licensed Professional. The contractor shall only provide individuals requiring such supervision with the state agency's prior approval.

Paragraph 2.8.6 revised by Amendment #001 and deleted by BAFO #004

2.8.6 DELETED

- 2.8.7 The contractor shall cooperate with the state agency regarding orientation and training efforts as mutually agreed upon by the contractor and the state agency, and/or as may be required herein. The contractor understands and agrees that all expenses incurred on behalf of their staff, including but not necessarily limited to meals, mileage, and lodging, shall be their own responsibility for payment. The contractor shall not be obligated nor allowed to pay any expenses incurred by the state agency in such instances. In general, orientation and training shall include the following:
- a. The contractor shall require all program staff that provide services within the institution for 30 or more hours per week to comply with the following training requirements:
 - 1) Completion of the Department of Corrections four (4) week Basic Training prior to initiation of services; and

2) Annual Core Curriculum Training

- b. The contractor shall also require all full time, part time, volunteer, backup, or substitute staff to complete the host institution orientation prior to initiation of services within the correctional facility.
- c. Backup or substitute personnel shall meet the 4-Week Basic Training requirements, if they will be providing services in the correctional facility for 60 consecutive days or longer.

Paragraph 2.8.7 d. revised by Amendment #001 and BAFO #002

- d. Staff that will be working with the participant outside the institution during the Post-Release Community Phase, such as mentors, shall at a minimum attend the state agency's Volunteer Training. The state agency's Volunteer Training is one (1) day for approximately six (6) hours.
- e. The contractor shall require all program staff to participate in cross training with state agency staff as mutually agreed upon by the contractor and the state agency.
- f. The contractor shall participate in additional training as deemed necessary by the state agency to ensure successful compliance with the contract.

2.8.8 The contractor shall agree and understand that the state agency's award of the contract is predicated, in part, on the utilization of the specific individual(s) and/or personnel qualifications as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualification(s) may be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph shall be equal or better than that originally proposed, and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The state agency agrees that an approval of a substitution will not be reasonably withheld.

- a. For the purposes of the contract, minimum staffing shall be defined as including the individual positions listed in the contractor's proposal. The contractor shall warrant minimum staffing levels throughout all periods of the contract.
- b. State agency approved staffing ratios and/or patterns are essential for providing the services identified. The contractor shall maintain all state agency approved staff ratios, hours of services and/or patterns of staffing. The contractor shall maintain time, salary or hourly pay rate data and personnel records as specified by the state agency. Downward deviation of staff/resources upon which pricing is based may require a downward adjustment of unit price(s).
- c. In the absence of a staff member, other qualified staff may provide duties on a temporary basis as agreed to by the state agency, however, said staff may not be assigned to more than one duty at a given time and said duties shall not conflict with each other.
- d. The state agency reserves the right to place limits on the amount of time the contractor has to replace staff, dependent upon, but not limited to the area, the position, and the evidence of attempts by the contractor to replace its staff member.

2.8.9 If the state agency is dissatisfied with any member of the contractor's staff, the contractor must resolve the problem to the state agency's sole satisfaction. If circumstances exist which prevent resolution to the satisfaction of the state agency, the contractor shall replace the staff member with appropriate part-time or overtime staff until a full-time replacement meeting the state agency's approval can be employed.

2.8.10 The contractor shall not bind any members of the contractor's staff to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the members of the contractor's staff in or from accepting employment with other providers similarly situated.

Paragraph 2.8.11 revised by Amendment #001

- 2.8.11 The contractor and the contractor's staff shall assist the state agency in enforcing offender rules by reporting violations to the state agency or its designee. Furthermore, the contractor shall not obstruct the state agency or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. In addition, the contractor shall comply with the employee conduct policy and procedures outlined and attached heretofore, Attachment 2.
- 2.8.12 The contractor shall supervise its employees. The unique nature of working within the state agency, including safety and security issues, requires the state agency to carefully monitor the contractor's employees when they are working at a state agency facility. Any concerns a state agency employee has regarding a contract employee, their job performance, or the conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee of the state agency in order that proper communications can occur with the contractor.
- a. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's staff. The contractor must provide a means, and orient the staff members to such means, of resolving complaints or problems regarding the staff members' work at a state agency facility. Because of the unique nature of the work, close cooperation between the contractor's staff and state agency employees will be required. However, the contractor is responsible to see that contractor's staff work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for staff problems including but not limited to complaints about working conditions, harassment, discrimination, or any other matters. The contractor shall provide written communications to the state agency regarding any action requested of the state agency based on complaint from a member of the contractor's staff.
 - b. The contractor shall be responsible for submitting a Personnel Control Listing, Attachment 3 to the Supervisor of Religious/Spiritual Services on a monthly basis. Attachment 3 must be thoroughly completed and up-to-date in its entirety including names, and positions of all persons associated with the program.

Paragraph 2.8.13 inserted by Amendment #001

- 2.8.13 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state agency property. Listed below is a synopsis of state agency policies that may have impact on the contractor's hiring of staff. This list is not meant to limit applicability of policies, but to provide a guideline to the contractor.

- D1-8.1 Criminal Investigation Unit Responsibilities
- D1-8.2 Truth Verification Exam
- D2-2.7 Tuberculosis Testing for Staff
- D2-11.9 Tobacco Use Limitations
- D2-11.10 Employee Conduct
- D2-11.11 Employee Drug Testing
- D2-11.12 Employee Breath Alcohol Testing
- D2-11.13 Employee Searches

2.9 Additional Requirements:

- 2.9.1 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.9.2 The state agency shall furnish all legal and accounting services as may be necessary for the state agency to satisfy its contractual responsibilities. The state agency shall not assume, nor shall it be liable for, legal, accounting, or insurance counseling services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the state agency is not obligated to provide

legal, accounting, or insurance counseling services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.

Paragraph 2.9.3 revised by BAFO #001 and Amendment #002

2.9.3 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

Paragraph 2.9.4. revised by BAFO #001

2.9.4 In the event the contractor accepts direct monetary compensation from the State of Missouri relating to the provision of services under this contract, the contractor agrees: (a) to permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time.; (b) that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action., and (c) to make the records described in 2.9.3 available at all reasonable times to the state agency and/or its designees and the Missouri state auditor during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or contract renewal period.

2.10 State Agency Requirements:

2.10.1 The state agency will provide the following in support of the contractor's program.

- a. A dedicated housing area located within ACC's and/or WERDCC's general population
- b. State agency staff that will perform the activities of general institutional administration, security, classification, medical services, mental health services, food services, maintenance, education and recreation.
- c. All necessary institutional utilities, with the exception of long distance communications, including modems and fax equipment utilized directly by the contractor. If the contractor requires private lines into a correctional facility, the contractor must provide substantial justification in addition to payment for installation provided by the state agency and line maintenance provided by the state agency.
- d. Upkeep, maintenance, and repair of the correctional facility, providing office and classroom space, essential classroom fixtures (i.e. desks, chairs, furniture, audiovisual equipment, TV/VCR), and utilities.
- e. All labor, equipment, supplies, and other materials as may be necessary for the upkeep and sanitation of the correctional facility.
- f. Security of the contractor's staff while in the correctional facility. The level of security provided shall be consistent with and according to the same standards of security afforded to state agency personnel.
- g. Safety and security procedures to protect the contractor's equipment as well as state agency equipment.
- h. If deemed necessary, the state agency shall provide the contractor with access to the state agency's database on a need to know basis.
 - 1) Access shall only be provided on a need to know basis. Approval for access shall be obtained through the state agency's Institutional Superintendent and shall be limited to contractor staff that has been approved access by the state agency's Director of Information Systems.

- i. The state agency shall provide a limited number of workstations to the contractor. The contractor shall provide the state agency with the number of workstations needed and the proposed use of each workstation. The actual quantity of workstations provided shall be subject to the state agency's approval based upon availability, proposed usage, and proposed location of the workstation.

Paragraph 2.10.2 revised by Amendment #002

2.10.2 DELETED

2.11 Payment and Invoice Requirements:

2.11.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

2.11.2 Invoicing – The contractor shall submit invoices by no later than the tenth day of each month for the prior month of service to:

Missouri Department of Corrections
Attn: Supervisor of Religious/Spiritual Services
2729 Plaza Drive
P.O. Box 236
Jefferson City, MO 65102

- a. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- b. The invoice must indicate the contract number and service location.
- c. The contractor must include the monthly activity reports with the invoice.

2.11.3 The state agency reserves the right to audit all invoices and to reject any invoice for good cause.

- a. The state agency reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.

2.11.4 Payments – Upon approval of the invoice, the contractor shall be paid the firm, fixed price per participant per day specified on the Pricing Page based on actual participation as reported by the state agency.

Paragraph 2.11.4 a and b. revised by BAFO #002

- a. Payment shall be based on services provided during the Pre-Release Institutional Phase only. No additional compensation shall be paid to the contractor for services provided to participants during the Post-Release Community Phase.
- b. Other than the payments specified herein, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, payments for report time, program development, program implementation, Post-Release Community Phase services, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.11.5 In the event the contractor receives supplemental funding from either public or private sources for the sole purpose of offsetting cost directly related to the services specified herein, the contractor shall agree

and understand that the state agency's obligation shall be reduced in the amount of such supplemental funding. Any such change shall be mutually agreed upon between the state agency and the contractor and made via an amendment to the contract issued by the Division of Purchasing and Materials Management.

2.12 Other Contractual Requirements:

- 2.12.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.12.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.12.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.12.4 Transition –
- a. Upon award of the contract, the contractor shall work with the state agency and any other organization designed by the state agency to ensure an orderly transition of services and responsibility under the contract and to ensure the continuity of those services required by the state agency.

- b. Upon termination or cancellation of the contract for any reason, the contractor shall, only upon the request of the state agency, continue providing services to existing participants in accordance with the provisions, requirements, and prices set forth in the contract for a period not-to-exceed ninety (90) calendar days subject to the conditions stated below:
 - c. The decision to allow an participant to receive continuing services shall be made by the state agency on a case by case basis at its sole discretion.
 - d. The contractor must obtain the written approval of the state agency prior to providing continuing services to any participant after the termination or cancellation of the contract.
 - 1) The written approval must identify the specific participant and contain a date for the termination of service for the participant.
 - e. In the event that a participant is referred or transferred to another contractor, the contractor shall furnish all records, treatment plans, and recommendations which are necessary to insure continuity and consistency of care for the participant.
 - f. The contractor shall not accept any new offenders on behalf of the state agency nor be paid for service to any new participants if service is implemented after the termination or cancellation date of the contract.
- 2.12.5 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 2.12.6 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.12.7 Deficiency Notice - The contractor shall understand and agree that if the state agency, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any state agency facility are unacceptable, the state agency shall provide written notice which states the deficiencies to the contractor's authorized representative. The state agency shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
- a. Evidence of deficiency shall exist and be recognized by the state agency as unacceptable performance involving the contractor's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.
 - b. The delivery of a deficiency notice must be verifiable by either party either through a confirmation memorandum; an entry into formal meeting minutes; and/or certified letter (with return receipt request).
 - c. Upon receipt of the notice of the deficiency notice, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven-day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the state agency within the seven-day period.

- d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

2.12.8 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

Paragraph 2.12.8 a. revised by BAFO #004

- a. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, and its clients against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services. The limits of liability for all types of coverage shall not be less than \$2,000,000 per occurrence.
- b. The contractor shall provide written evidence of the insurance to the state agency. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the state agency must be notified immediately.

2.12.9 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.12.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.12.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

Paragraph 2.12.12 revised by Amendment #002

2.12.12 Property of State - The contractor shall agree and understand that all reports, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

Paragraph 2.12.12 c. revised by Amendment #002

- c. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be deemed confidential and/or proprietary and protected as such to the fullest extent of the laws of the State of Missouri and any applicable federal law or regulation.

Paragraph 2.12.13 inserted by Amendment #001

2.12.13 Audits - The contractor shall maintain auditable records for all activities performed under the contract. Financial records shall conform to Generally Accepted Accounting Principles.

- a. The contractor shall retain all books, records, and other documents relevant to the contract for a period of three (3) years after final payment or the completion of an audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. The contractor shall allow authorized representatives of the state agency, other state of Missouri agencies, and the federal government to inspect these records upon request.
- b. The state agency reserves the right to request an audit performed in accordance with generally accepted government auditing standards (OMB A-133 if federal funding) at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the state agency Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the state agency's Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.

Paragraph 2.12.13 inserted by BAFO #001

- c. The parties agree that this section 2.12.13, shall only apply if the contractor accepts direct monetary compensation from the State of Missouri relating to the provision of services under the contract

Paragraph 2.12.14 inserted by BAFO #004

2.12.14 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include seven (7) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror’s Contacts:

Paragraph 3.1.4 a revised by Amendment #001

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals:

- 3.2.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
- a. Cost.....40 points
 - b. Experience and Reliability.....10 points
 - c. Expertise of Personnel.....10 points
 - d. Method of Performance40 points
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

- c. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be based upon the price per day per participant for the original contract period and each potential renewal period.

Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 40 = \text{Cost score points}$$

- 3.4.2 The offeror should provide an itemized breakdown of the total program cost on Exhibit A which must include and clearly identifies the firm, fixed price for the state agency and also other funding sources.
- a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
 - b. All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.5 Evaluation of Offeror's Experience and Reliability:

Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 3.5.1 The offeror should provide information about the offeror's organization on Exhibit B.
- 3.5.2 The offeror should complete Exhibit C with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- 3.5.3 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

3.6 Evaluation of Expertise of Offeror's Personnel:

The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- 3.6.1 The offeror should provide the information requested on Exhibit D for each key person proposed to be assigned to the team. The offeror may provide information for other personnel assigned or available by completing Exhibit E.
- a. Information provided should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - b. Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
 - c. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.6.2 The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.7 Evaluation of Method of Performance:

Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 3.7.1 The method by which the proposed method of performance is written is left to the discretion of the offeror. However, the offeror should complete Exhibit F and may also describe specific proposed services by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability to successfully perform.
- 3.7.2 Implementation Plan - The offeror should present an Implementation Plan that includes a tentative schedule for the implementation of the required services. The Implementation Plan should begin from the award of the contract to the day services are fully operational and should be presented as calendar days not actual dates. The offeror should provide a sequential step-by-step description of the tasks or events that are proposed to implement the services and the number of days required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- a. Exhibit G, Implementation Plan, may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.

- 3.8 Miscellaneous Information** - The offeror should complete Exhibit H, Miscellaneous Information, to document: (1) if the offeror qualifies as either a qualified nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, and (3) if any products and/or services offered under the RFP are being manufactured or performed at sites outside the continental United States.

4. PRICING PAGE

Paragraph 4.1 revised by BAFO #002

- 4.1 Pre-Release Institutional Phase - The offeror shall provide a firm fixed price in the table below for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price. C/S Code: 95236

The offeror is reminded that partial funding for the faith based transitional release program must be through the utilization of other funding sources, in-kind contributions, volunteers, etc.

\$ _____	Original Contract Period Firm, Fixed Price Per Participant Per Day
\$ _____	1st Renewal Period Maximum Price Per Participant Per Day
\$ _____	2nd Renewal Period Maximum Price Per Participant Per Day

EXHIBIT A**TOTAL PROGRAM ITEMIZED BREAKDOWN**

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total Other Components/Overhead			\$
TOTAL PROGRAM PRICE (sum of above)			\$
In-Kind Contributions			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
Total In-Kind Contributions			\$
Firm Fixed Unit Price Program Cost To Be Charged To State Agency Divided By Estimated Number Of Participants. Should Equal the Firm, Fixed Price Stated on the Pricing Page.			\$

EXHIBIT B**COMPANY INFORMATION**

The offeror should complete the following with information about the offeror's organization and should provide information that documents and verifies the number of years stated in each blank, as appropriate:

<u>Information</u>	<u>Dates</u>	<u>Explanation and Detailed Support Verifying Dates</u> (ie: contract/client name, etc)
Total number of years in business	Beginning Date: _____	
Total number of years operating a faith based transitional release program	Beginning Date: _____	Total number of participants receiving faith-based services to: _____ Largest client (dollar size): Other:
Total number of years working with the offender population	Beginning Date: _____	
Total number of years working for other States and the Federal Government	Beginning Date: _____	

<u>Information</u>	<u>Explanation and Detailed Support</u>
Organizational history- including ownership structure, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc.	
Current financial condition – (such as most recent year audited financial statements, if public information, or other information documenting financial solvency). If the offeror is a subsidiary, provide this information for the parent company.	
Describe the structure of the organization including any board of directors, partners, top departmental management, etc	

EXHIBIT C**PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Offeror's specific duties and strategic objective	
Personnel Assigned to Service/Contract (include position title):	
Attach sample of results/work, if applicable	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT D**EXPERTISE OF PERSONNEL**

(copy and complete this table for each key person assigned to the project)

Title of Position: _____	
Name of Person:	
Position Description for this Project:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certifications, #(s), expiration date(s):	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
# of years employed with offeror	
Previous employer(s), positions, dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Working with the offender population	
✓ Providing Spiritual Services	
✓ Working with Probation and Parole office(s)	
Describe the person's planned duties/role proposed herein:	

EXHIBIT E**PERSONNEL EXPERTISE SUMMARY**

(Complete this exhibit for additional personnel proposed who are not specifically assigned to the project and who were not otherwise included in the previous detailed exhibit. Attach resumes or provide key information, as necessary)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ (Title)
2. _____ (Name)	_____ (Title)
3. _____ (Name)	_____ (Title)
4. _____ (Name)	_____ (Title)
5. _____ (Name)	_____ (Title)
6. _____ (Name)	_____ (Title)
7. _____ (Name)	_____ (Title)

EXHIBIT F**METHOD OF PERFORMANCE**

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal. However, the offeror is strongly encouraged to submit a response for all of the following.

1. Indicate the start-up or implementation plan before operations begin. The offeror should indicate length of time required for program implementation expressed as number of calendar days after notification of contract award:
_____ calendar days

2. Identify goals and measurable objectives of the offeror's program.
3. Provide a general plan for integration of the contractor's program into the correctional facility's operation and schedule.
4. Describe how offenders with special needs, i.e. hearing impaired, etc., will be accommodated by the program.
5. Method to evaluate, monitor, and assess the performance and outcomes of the program.

Exhibit F Item 6 revised by BAFO #002

6. Detailed description of the Pre-Release Institutional Phase structured group programming including topics, specific curriculum, and timeframes.

Exhibit F Item 7 revised by BAFO #002

7. Detailed description of Post-Release Community Phase services including a description of ongoing participant support beyond the required 6-month Post-Release Community Phase services.
8. Identify the participant to staff ratio.
9. Provide a staffing plan.
10. Identify the goal for the employment of a diversified staff which reflects the ethnicity and cultural diversity of the general offender population. This information may be identified on Exhibit A.
11. Describe the plans for coordination between the offeror and the state agency on all program issues.
12. Describe the utilization of other funding sources, in-kind contributions, volunteers, etc. for partial compensation of the cost of the program.

EXHIBIT F**METHOD OF PERFORMANCE (cont'd.)**

13. The offeror must document a thorough knowledge of the facility based on either (1) the offeror's attendance at the scheduled tour, or (2) through other knowledge of the facility gained from some other means.

_____	<p>The following personnel attended the scheduled tour.</p> <p>The offeror's attendance at the tour shall be verified by the attendance record.</p>
_____	<p>I did <u>not</u> attend the scheduled tour.</p> <p>The offeror must provide relevant information regarding their familiarity with the physical layout, condition, etc., of the facility. The offeror is advised that neither the review of facility floor plans nor an independent public viewing gives an accurate account of knowledge of the facility for faith based transitional release program purposes.</p> <p>_____</p> <p>_____</p>

14. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
15. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
16. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
17. The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
- ✓ The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.

Along with a detailed organizational chart, the offeror should describe the following:

- ✓ How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
- ✓ Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

EXHIBIT G**IMPLEMENTATION PLAN**

The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. **"Completion Day"** should be specified as a certain number of days from date of contract award until completion of the specific task. **"Assigned Personnel"** should be identified by name rather than project title unless such personnel are yet to be hired. **"Workhours"** should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Work-hours

EXHIBIT H**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in offeror's organization:	_____ %

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed notification of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;

- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 01/21/05

ATTACHMENT 1**Transition Accountability Plan (TAP)**

☐ Institution Phase
☐ Field Phase
☐ Transition

Name: _____ **DOC Number:** _____

Assets: _____ **Liabilities:** _____

Assessments: _____

Phase Start Date: _____ Estimated Transition Status Date: _____

Hearing Date: _____

Next Team Review Date: _____ Targeted Release Date: _____

The following plan is a joint effort between the offender, staff and other resources.

My problem(s) are:

- 1.
- 2.
- 3.

My self-defeating behavior(s) that may block my success are:

- 1.
- 2.
- 3.

My behavioral goal(s) to address my problem(s) are:

- 1.
- 2.
- 3.

My action plan to meet the above goals include:

- 1.
- 2.
- 3.

TARGET COMP.
DATE

REVIEW
DATE

COMP. DATE

Staff action plan to assist in meeting the above goals:

- 1.
- 2.
- 3.

COMPLETION DATE

Resource action plan to assist in meeting the above goals:

- 1.
- 2.
- 3.

COMPLETION DATE

Signature _____ # _____ Date: _____
Staff Signature _____ ID #: _____

ATTACHMENT 2

Insert Attachment 2 here - This attachment is a separate link that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at:
<https://www.moolb.state.mo.us/Glue/default.asp>

PERSONNEL CONTROL LISTING

Date _____
(MONTH, DAY, YEAR)

[illegible]

Date _____

ATTACHMENT 4

**MISSOURI DEPARTMENT OF CORRECTIONS
CAREER AND TECHNICAL EDUCATION
WORK BASED, SCHOOL BASED AND APPRENTICESHIP PROGRAMS
Fact Sheet**

PROGRAMS	CERTIFICATE	LOCATION	CUSTODY LEVELS
Automotive Repair	Automotive Service Excellence And U.S. Dept Of Labor Apprenticeship	Algoa Correctional Center	C-2
		Western Missouri Correctional Center	C-3 and C-4
Modern Woodworking	U.S. Dept Of Labor Apprenticeship	Algoa Correctional Center	C-2
		Western Missouri Correctional Center	C-3 and C-4
Culinary Arts	National Restaurant Association Serve-Safe And U.S. Dept Of Labor Apprenticeship	Algoa Correctional Center	C-2
		Chillicothe Correctional Center	C-5
Basic Welding	U.S. Dept Of Labor Apprenticeship	Western Missouri Correctional Center	C-3 and C-4
		Moberly Correctional Center	C-3
Small Engine Mechanics	U.S. Dept Of Labor Apprenticeship	Western Missouri Correctional Center	C-3 and C-4
Residential Plumbing	Department Of Corrections	Western Missouri Correctional Center	C-3 and C-4
Business and Customer Service	U.S. Dept Of Labor Apprenticeship	Chillicothe Correctional Center	C-5
Electrical Wiring Technology	Department Of Corrections	Western Missouri Correctional Center	C-3 and C-4
Diesel Mechanics	U.S. Dept Of Labor Apprenticeship	Western Missouri Correctional Center	C-3 and C-4
Residential Carpentry	U.S. Dept Of Labor Apprenticeship	Western Missouri Correctional Center	C-3 and C-4
A+ Computer Repair	U.S. Dept Of Labor Apprenticeship And Comptia A+	Chillicothe Correctional Center	C-5
		Central Missouri Correctional Center	C-2

PROGRAMS	CERTIFICATE	LOCATION	CUSTODY LEVELS
Building Trades	U.S. Dept Of Labor Apprenticeship	Algoa Correctional Center	C-2
		Women's Eastern Reception and Diagnostic Center	C-5
Cosmetology	Issued By State Board After Successful Completion Of State Test	Chillicothe Correctional Center	C-5
		Women's Eastern Reception and Diagnostic Center	C-5
Computer Refurbishing and Repair	St. Charles Community College Certificate	Northeast Correctional Center	C-4
Technical Literacy	Lincoln University Certificate	Tipton Correctional Center	C-2
Office and Administrative Support	Department of Corrections	Women's Eastern Reception and Diagnostic Center	C-5
Basic Computer Skills	Department of Corrections	Western Missouri Correctional Center	C-3 and C-4

October 2004